



Council/Agency Meeting Held: _____		City Clerk's Signature
Deferred/Continued to: _____		
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied		
Council Meeting Date: 8/20/2007	Department ID Number: 07-053	

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR *for* 

PREPARED BY: TRAVIS K. HOPKINS, PE, ACTING DIRECTOR OF PUBLIC WORKS - ENGINEERING 

SUBJECT: APPROVE AMENDMENT TO CONTRACT WITH CASH & ASSOCIATES, INC.

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
--

Statement of Issue: An amendment to the Professional Services Agreement with Cash & Associates, Inc. is required to reflect their acquisition by URS Corporation as well as to update the Agreement's indemnification section.

Funding Source: No funding is required for this action.

Recommended Action: Motion to:

Approve and authorize the Mayor and City Clerk to execute the "Assignment of Obligations and Amendment to Agreement between the City of Huntington Beach, Cash and Associates, Inc. and URS Corporation, Doing Business as URS Corporation Americas, A Nevada Corporation."

Alternative Action(s): Do not execute the agreement and direct staff on how to proceed.

E-12

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 8/20/2007

DEPARTMENT ID NUMBER: 07-053

Analysis: On March 20, 2006, the City Council approved a professional services agreement with Cash & Associates to provide on-call architectural services. Subsequently, Cash & Associates, Inc. was acquired by URS Corporation. This agreement will assign Cash & Associate's obligations to URS Corporation.

In addition, due to the City's original indemnification requirements, Cash & Associates was restricted in their scope of services. State law was enacted this year that modifies the City's indemnification requirements that will now allow Cash & Associates to offer a wider range of services to the City.

Strategic Plan Goal: (I-1) Improve the City's plan for funding and completing infrastructure needs, and develop strategies for resolving crucial infrastructure problems to preserve the physical foundation of the community and enable the community's value to grow.

Public Works Commission Action: Not required for this action.

Environmental Status: Not Applicable for this action.

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Assignment of Obligations and Amendment to Agreement between the City of Huntington Beach, Cash and Associates, Inc. and URS Corporation, Doing Business as URS Corporation Americas, A Nevada Corporation

E12.3

ATTACHMENT #1

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**ASSIGNMENT OF OBLIGATIONS AND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF HUNTINGTON BEACH, CASH AND ASSOCIATES, INC.
AND URS CORPORATION, DOING BUSINESS AS URS CORPORATION
AMERICAS, A NEVADA CORPORATION**

THIS ASSIGNMENT OF OBLIGATIONS AND AMENDMENT TO AGREEMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," CASH AND ASSOCIATES, INC., a California corporation, hereinafter referred to as "Cash," and URS CORPORATION, doing business as URS Corporation Americas, a Nevada corporation, hereinafter referred to as "URS."

WHEREAS, City and Cash are parties to that certain agreement, dated March 20, 2006, entitled "Professional Services Contract Between the City of Huntington Beach and Cash And Associates for On-call Architectural Services," which agreement shall hereinafter be referred to as the "Original Agreement," and

Cash has been acquired by URS; and

The parties wish to assign the Original Agreement to URS, and amend the Scope of Services and Indemnification portions of the Original Agreement,

NOW, THEREFORE, it is agreed by City, Cash and URS as follows:

**1. ASSIGNMENT OF ORIGINAL AGREEMENT TO URS AND CONSENT
THERE TO**

Cash hereby assigns all its right, title, and interest, and delegates all its obligations, responsibilities and duties in and to the Original Agreement, to URS. URS hereby accepts the assignment of all of Cash's obligations, responsibilities and duties under the Original Agreement and all of Cash's right, title and interest in and to the Original Agreement. City hereby consents to the assignment from Cash to URS.

2. **AMENDMENT OF SECTION 1 OF THE ORIGINAL AGREEMENT ENTITLED "SCOPE OF SERVICES"**

Section 1 of the Original Agreement, entitled "Scope of Services," is hereby amended to read as follows:

CONSULTANT shall provide all services described as individual architectural projects, on an as-needed basis as directed by CITY. These services shall sometimes hereinafter be referred to as the "PROJECT." CONSULTANT will perform all architectural functions as set forth in a written Scope of Work to be provided in advance of each PROJECT.

CONSULTANT hereby designates David Bachle, who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

3. **AMENDMENT OF SECTION 8 OF THE ORIGINAL AGREEMENT ENTITLED "INDEMNIFICATION"**

Section 8 of the Original Agreement, entitled "Indemnification," is hereby amended to read as follows:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, demands, and defense costs (including without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT'S (or CONSULTANT'S subcontractors, if any) negligence, recklessness or willful misconduct related to performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense, and the CITY shall approve selection of CONSULTANT'S counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the CONSULTANT.

4. **REAFFIRMATION**

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers on July 30, 2007.

CASH AND ASSOCIATES, INC.
a California corporation

By: _____

H. THOMAS HICKS
(print or type name)

Its: (circle one) Chairman/President/Vice President

By: _____

KRISTIN L. JONES
(print or type name)

Its: (circle one) Secretary/Chief Financial Officer/
Asst. Secretary-Treasurer

CITY OF HUNTINGTON BEACH,
a municipal corporation of the
State of California

Mayor

City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

8.2.07

PJ
7/25/07
KC
8/2/07

URS CORPORATION
a Nevada corporation

By: _____

WILFRIDO B. SIMBOL
(print or type name)

Its: (circle one) Chairman/President/Vice President

By: _____

KRISTIN L. JONES
(print or type name)

Its: (circle one) Secretary/Chief Financial Officer/
Asst. Secretary-Treasurer

INITIATED AND APPROVED:

[Signature]
Acting Director of Public Works **ENGINEERING**

REVIEWED AND APPROVED:

[Signature]
City Administrator

40V

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INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

RECEIVED

1. Requested by: Teresa De Coite/ Risk Mgmt
2. Date: June 18, 2007
3. Name of contractor/permittee: URS Corporation
4. Description of work to be performed: Engineering Design and Technical Services
5. Value and length of contract: \$1,000,000/ Contract expires 3/20/2009
6. Waiver/modification request: \$10,000,000 deductible
7. Reason for request and why it should be granted: unable to meet zero deductible requirement
8. Identify the risks to the City in approving this waiver/modification: None.

City of Huntington Beach
City Attorney's Office

MB

Department Head Signature *For RMB*

6-21-07

Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

☒ Approved ☐ Denied

Signature Date 6/25/07

2. City Attorney's Office

☒ Approved ☐ Denied

Signature Date 6.26.07

3. City Administrator's Office

☐ Approved ☐ Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services

E12.7



Cash & Associates

May 23, 2007

Risk Management Division
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Attention: Ms. Cathy Sanchez

Subject: **Insurance Waiver Request
Professional Services Contract Between
The City of Huntington Beach and
Cash & Associates for
On-call Architectural Services
(C&A Job No. 6378.00)**

Gentlemen:

Last January, we informed the City of Huntington Beach (City) that Cash & Associates (C&A) merged into URS' primary operating subsidiary, URS Corporation, a Nevada Corporation (tax ID: 94-1716908). The former C&A staffs continue to operate from our Huntington Beach office. All contracts, leases and the like are now executed under the name of URS Corporation, a Nevada Corporation, d/b/a URS Corporation Americas in California (URS).

Section 9 of the above referenced contract stipulates that the Consultant's professional liability insurance policy shall not contain a self-insured retention (SIR) except with the express written consent of the City. URS's professional liability insurance structure contains a SIR of \$10,000,000.

We are requesting a waiver on these specific requirements for the following reasons:

1. URS has the ability to meet the \$10,000,000 retention. Enclosed with this letter is a copy of URS Corporation's 2006 Annual Report providing evidence of URS's financial position.
2. This type of insurance structure is customary for a company the size of URS.

The subject Contract expires on March 20, 2009, unless sooner terminated by the City and has a "not to exceed" contract value of One Million Dollars (\$1,000,000). To date, 8 Task Orders have been issued with a total contract value of \$240,033 or an average of \$30,004 per Task Order.

If you need additional information to complete and approve your internal Insurance Waiver Form or if you have any questions regarding this letter, please contact me at (714) 895-2072.

Very truly yours,

URS Corporation

Wilfrido B. Simbol, P.E. (C29699)
Vice President/Office Manager

E12.8

URS Corporation
5772 Bolsa Avenue, Suite 100
Huntington Beach, CA 92649
Tel: 714.895.2072
Fax: 714.895.1291

Mail: P.O. Box 2715
Huntington Beach, CA 92647

WBS
ref:g:\Projects\wbs\6111\urs\CHB Waiver
Enclosures

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3DATE
05/21/2007

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED URS Corporation d.b.a. URS Corporation Americas 600 Montgomery Street, 25th Floor San Francisco, CA 94111		INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
		INSURER B: Lexington Insurance Company	19437-000
		INSURER C: American International South Insurance Co	40258-001
		INSURER D: Insurance Company of the State of PA	19429-100
		INSURER E: Lloyd's of London/A.F. Beazley Syndicate	15792-200

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU, BFPD <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL197-9807	5/1/2007	5/1/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CA826-2672 CA826-2675	5/1/2007 5/1/2007	5/1/2008 5/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	7022099	5/1/2007	5/1/2008	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC7181903 WC7181935 WC7181937 WC7181904/WC7181936	1/1/2007 1/1/2007 1/1/2007 1/1/2007	1/1/2008 1/1/2008 1/1/2008 1/1/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Professional Liability w/Limited Contractual - Claims Made Policy	MMP 0005 1156494 E&O	5/1/2007 5/1/2007	5/1/2008 5/1/2008	\$1,000,000. Each Claim \$1,000,000. Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 4/29/2007 WITH ID: 8898032

All Operations - USA

General Liability - SIR \$4,000,000.

Professional Liability - SIR \$10,000,000.

E12.9

CERTIFICATE HOLDER**CANCELLATION**City of Huntington Beach
Attn: Risk Management Division
2000 Main St.
Huntington Beach, CA 92648

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

Page 2 of 3

DATE
05/21/2007

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED URS Corporation d.b.a. URS Corporation Americas 600 Montgomery Street, 25th Floor San Francisco, CA 94111		INSURERS AFFORDING COVERAGE	
		NAIC#	
		INSURER A: National Union Fire Ins Co of Pittsburgh	19445-100
		INSURER B: Lexington Insurance Company	19437-000
		INSURER C: American International South Insurance Co	40258-001
		INSURER D: Insurance Company of the State of PA	19429-100
		INSURER E: Lloyd's of London/A.F. Beazley Syndicate	15792-200

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

City of Huntington Beach, its agents, officers and employees are included as Additional Insured as respects the General Liability policy, where required by written contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Huntington Beach, its agents, officers and employees
Location And Description of Completed Operations: All Operations - USA
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Primary Wording:

Such insurance as is afforded by this endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the additional insureds or its officers and employees shall be excess only and not contributing negligence on part of the additional insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Huntington Beach, its agents, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Primary Wording:

Such insurance as is afforded by this endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the additional insureds or its officers and employees shall be excess only and not contributing negligence on part of the additional insureds.

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WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC040306 (4/84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

City of Huntington Beach, its agents, officers and employees

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 1/1/2007

POLICY NO: WC7181903

INSURED: URS Corporation d.b.a. URS Corporation Americas

INSURANCE COMPANY: National Union Fire Ins Co of Pittsburgh, PA